محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim Bin Hamad Al Thani,

Emir of the State of Qatar

Neutral Citation: [2021] QIC (F) 26

IN THE QATAR INTERNATIONAL COURT

FIRST INSTANCE CIRCUIT

30 December 2021

CASE No: CTFIC0005/2021

Between:

BANK AUDI COMPANY LLC

Claimant

v

SKENEGARD TRADING & CONTRACTING WLL

First Defendant

ALI MONTHER JABER

Second Defendant

JUDGMENT

Members of the Court

Justice George Arestis

Justice Rashid Al Anezi

Justice Ali Malek QC

ORDER

1. The Court has concluded that the Claimant is entitled to summary judgment against both Defendants jointly and severally for:

    a. QAR 657,806.96.

    b. Interest at the rate of 8.5% per annum as from 31 December 2019 to the date of payment.

    c. The Claimant's reasonable fees and costs, to be assessed by the Registrar if not agreed upon.

JUDGMENT

1. The Claimant, by a Claim Form filed in Court on 21 February 2021, claims against both Defendants jointly and severally as follows:

    a. QAR 657,806.96 being a balance of a number of banking facilities provided to the First Defendant for which the Second Defendant guaranteed payment.

    b. Interest at a rate of 8.5% per annum on the above amount "from the due date to the date of repayment".

    c. QAR 25,000 as "a compensation of damages due to its bad intentions".

    d. Recovery of its fees and expenses.

2. The Claimant alleges that on 26 March 2017 it entered into an offer letter with the First Defendant whereby it provided banking facilities to the First Defendant for a total amount of QAR 2,025,000 (made up of QAR 1,500,000 Letter of Credit, QAR 350,000 Advance Payment Guarantee and QAR 175,000 Retention Bond). It further alleges that, according to the offer letter, the maturity date was June 2018 and that the First Defendant was unable to pay the "total amount of the facility" on the said date, that is QAR 657,806.96, and the said amount remains unpaid since 31 December 2019.

3. On 27 March 2017, a personal guarantee agreement ("the Guarantee") was executed between the Claimant and the Second Defendant, whereby the latter agreed to guarantee the banking facilities granted to the First Defendant, and all the obligations stemming from the said banking facilities. The Guarantee was limited up to the amount of QAR 2,050,000.

4. The Claim Form was duly served on both Defendants on 7 March 2021 but no steps were taken by either of them to dispute or defend the claims.

5. On 20 September 2021 an application for summary judgment was filed with the Court which had been properly served on both Defendants on 9 August 2021. It was accompanied by a witness statement verifying the facts of the case. A statement of truth was contained in the application for summary judgment itself.

6. The Claimant is a company established under the laws of the Qatar Financial Centre and registered accordingly, thus giving the Court jurisdiction to determine this case against the First Defendant. Under the Guarantee, the parties agreed (by clause 16) that any action may be brought against the Second Defendant in any jurisdiction the Claimant deemed appropriate.

7. A Claimant is entitled to summary judgment where the Court is satisfied that there is no prospect of a Defendant successfully challenging the claim or issue and there is no compelling reason why the case or issue should be disposed of at a trial. No evidence was filed by the Defendants in defence to this application for summary judgment. The Court decided to determine this application on the papers.

8. There can be no question as to the Claimant's entitlement to judgment against the Defendants for the balance of the original capital sum and the contractual interest agreed upon. The Court is satisfied that these claims are established on the evidence before it and the Defendants have no prospect of defending the claims. There is no reason for not deciding these claims by way of summary judgment.

9. The Court is not so satisfied with regard to the claim for "a compensation of damages due to its bad intentions" i.e. for the amount of QAR 25,000. It is alleged in the application for summary judgment that this is a claim for compensation made up of "impairment allowance on the outstanding exposure; cost of funds minimum; opportunity cost for lending the amount to a prime client; management fees as per offer letter; loss of Profit; damaging the financials of the Claimant".

10. The legal and factual basis for this head of claim is not made out on the materials before the Court and therefore the Court is not prepared to grant summary judgment for this head of claim. If the Claimant wishes to pursue it, the matter will have to proceed to trial.

11. The Court has accordingly concluded that the Claimant is entitled to summary judgment against both Defendants jointly and severally for:

    a. QAR 657,806.96.
    b. Interest at the rate of 8.5% per annum as from 31 December 2019 to the date of payment.
    c. The Claimant's reasonable fees and costs, to be assessed by the Registrar if not agreed upon.

12. The Court is not satisfied that the balance of the claim for damages can be pursued by a summary judgment application and the Claimant if it wishes to pursue a damages claim will have to proceed to trial.

By the Court,

[signed]

Justice George Arestis

A signed copy of this Judgment is held with the Registry.